

of the compromise, and the circumstances of the case. I understood them to represent that they considered that compromise fair and just. That is the compromise proposed in this petition. The receiver was recommending the compromise, as I understood it, and his attorneys. I also understood that Mr. Peters was recommending it, but I am not clear now whether as Mr. Dyer's attorney or not. I supposed at the time he was representing Mr. Dyer.

Judge Marshall—Was any other representative for the United States present than Mr. Peters?

Judge Zane—Not for the United States, I think: I do not recollect. Mr. Clarke might have been in there.

Judge Marshall—Mr. Peters had heretofore represented the United States in this suit had he not?

Judge Zane—Yes, I understood so. He argued the original case, I think, as solicitor for the United States.

Judge Marshall—Were you influenced by these representations in any way?

Judge Zane—Oh, yes, we relied on the representations made there altogether. I remember I was a little surprised when the petition was presented; and when the amounts of the property were referred to, and the grounds, I turned round to Judge Boreman and asked him if he knew anything about the value of this property. He said he did not. Judge Henderson professed, to the best of my recollection, that he did not know. We stated, therefore, that there was no evidence there, and that we should have to rely altogether, if we made an order at that time—unless we sent out and brought witnesses—upon the representations of the receiver and his solicitors.

Judge Marshall—Was there any distinction made at that time as to the value of the property, these sums being the value of that property, or as to its being the value of any uncertain interest in the property?

Judge Zane—Well, I understood the value to be fixed with reference to the circumstances; that is the fact, that this was a proceeding against the Church authorities, and that these parties would claim that they held it. I do not know the names of the parties against whom the suits have been instituted; they claimed to hold it. I believe this was in answer to one of the petitions. I do not know whether any more suits were instituted by the parties who so claimed. Under those circumstances I understood that the amount specified was fair and reasonable for the purpose. I could not understand whether the amounts were correct as stated, but under the circumstances there was a fair and reasonable compromise to the amount of \$52,000 for the "Wells corner;" and \$36,241, I believe, for the Constitution building was also fair.

Judge Marshall—Did you understand at that time that these sums bore any particular relation to the actual value of the land?

Judge Zane—Yes, I so understood it, sir.

Judge Marshall—Did you understand what particular relation it bore?

Judge Zane—I would not have authorized the order for the compromise without any reference to the value of the property to be so compromised.

Judge Marshall—But what particular relation did you understand these sums have to the actual value of the land?

Judge Zane—I understood it was about a reasonable value of that property from all that was said. Not exactly—it might possibly be more; but of course I did not suppose it would reach \$100,000, at any rate. I should never have approved of that order if I had supposed it was \$100,000, under those circumstances, without evidence.

Judge Marshall—It was stated to you, was it not, that the land had actually been sold at these figures by the Church?

Judge Zane—Yes, some time before—a good while before—but the deeds, I understood, were made, at least some of them, on the 2d day of March, and the law went into force on the 3d. It had passed Congress several days before, and been delivered to the President, as I understood.

Judge Marshall—At least, at that time it was considered that this was a full purchase value of the land?

Judge Zane—Yes, under the circumstances—probably not a full valuation if there had been any controversy about the title. But the fact that the legal title was in these men, and they were claiming to hold—the receiver was claiming from the complaints he had filed—it was held that these parties were either holding it as trustees for the Church of Jesus Christ of Latter-day Saints, or the transaction was a colorable one, merely to prevent the property going as escheat to the government. That is the way I understood it.

Judge Marshall—Was any statement made at the time by any attorney for the defendants—the Church?

Judge Zane—I think they declined to say anything, to the best of my recollection. Mr. Sheeks and Mr. Rawlins are here, probably they will recollect about that matter better than I do. My recollection is that they declined to say either way. I understood, however, that they were not objecting to the order. I understood that the order was substantially by consent.

Judge Marshall—Do you now recollect whether this compromise was ever reported afterwards to the court, or brought up in court for the purpose of being ratified or confirmed?

Judge Zane—Not to my knowledge. I will state that the order authorizing the compromise will show, I think, that it was solely from the representations of the solicitors of the receiver, and that there is a clause at the conclusion of the order which I inserted there myself, because I had some little doubts about the compromise, and as to its

being reported to the court for approval. If the order is here—

Judge Marshall—It is not here; but I will send for it.

Mr. Stevens—There is a copy of it here.

Judge Harkness—Perhaps for the purpose of refreshing the witness' memory this copy will do.

Judge Powers—We have no objection to that.

Judge Zane having taken a cursory glance at the copy, Judge Marshall asked, Was there anything else took place at that time with reference to the compromise that I have not interrogated you concerning that you now remember.

Judge Zane—No, I do not think there is. I remember, however, after I questioned Judge Boreman as to whether he knew anything of the value of the property, and he said he did not, and Judge Henderson said that he did not. I asked some questions of Mr. Marshall, and he got up and made some statement after that, or Mr. Peters, I am not clear which; but I am inclined to think it was Mr. Marshall. It might have been both.

Judge Marshall—Can you state the subject of your questions, and the answers given to them?

Judge Zane—Well, I think the question I asked was as to whether the solicitors considered it a fair and reasonable compromise under the circumstances; whether they considered it a fair amount for this property, and whether it would be in the best interests of the receiver to compromise?

Judge Marshall—Or the United States, I suppose?

Judge Zane—Yes, I supposed he was representing the United States. I understood they made answers to the questions which satisfied me at the time, and the other members of the court, though of course I cannot speak for them. It is proper here, however, I should state that I do not wish to be understood as saying there was any wilful misrepresentation or intentional misrepresentation by anybody towards the court. But assuming that the property was worth over \$100,000 of course I was misled, as far as I was concerned, by the amount. And certainly if it was worth \$200,000, or \$150,000, I was misled. I do not wish to say intentionally, of course, by anyone, though they had more information than I had.

Judge Marshall—Was there an official stenographer taking down what was said, do you remember?

Judge Zane—I am not prepared to say, though there might have been. If there was I don't remember.

To Judge Powers—The first thing that was done with reference to this matter was the presentation of the petition, and that was read to the court. I think Mr. Richards was present on that afternoon, and I believe Mr. Young also.

Judge Powers—This petition set forth the facts of the commencement of various suits against these different parcels of property?

Judge Zane—Yes, some suits, but I do not know how many. It also averred what was claimed to be the defense of the defendants.